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fendant. Where a demurrer to one count of a declaration has been sustained, and issue taken on other counts, and there has been a verdict and judgment for the plaintiff, a writ of error awarded to the defendant does not bring up the action of the trial court in sustaining the demurrer to that count, nor can that count be looked to by the appellate court in order to sustain the verdict and judgment complained of.

3. INSURANCE—*Answers in application as to diseases—Case at bar.* In an application for life insurance, which is made a part of the policy and its statements deemed warranties, the applicant stated that he had never had any disease of the urinary organs and was then in sound health, but also stated that he had had disease of the kidneys and jaundice.

Held: If prior to the time these statements were made the applicant had had any disease of the urinary organs other than disease of the kidneys, the defendant company was released from liability, although that disease was caused by disease of the kidneys. And if the applicant was not in sound health when insured, except so far as his health was impaired by the diseases which he stated in his application he had had, the company was also released. The object of the question as to the disease of the urinary organs was to ascertain whether the applicant has had any disease of the urinary organs, no matter how caused, by which their ordinary operation had been seriously disturbed, or their vital powers materially weakened, and it is proper for the jury to consider the object of the question, and the circumstances under which the answer was made.

VIRGINIA FIRE & MARINE INSURANCE CO. v. GOODE & CO.—Decided at Richmond, April 7, 1898.—*Riely, J.* Absent, *Keith, P.* and *Cardwell, J.*:

1. INSURANCE—*Proof of loss—Specific objections—Denial of all liability dispenses with proof of loss.* An objection to a proof of loss under a fire insurance policy on the ground that it is “not satisfactory,” without specifying the defects, is not sufficient, and a failure to specify defects is a waiver of any objection to the proof. And a denial of all liability under a policy, without giving reasons, absolves the assured from any obligation to furnish preliminary proof of loss, or to correct defects in it if it has been furnished.

2. PRINCIPAL AND AGENT—*Facts communicated to agent—Answers dictated or approved by insurance agents or their employees—Estoppel.* Facts communicated to the general agents of an insurance company while acting within the scope of their agency, or to the employees of such agents during the course of their employment, bind the company whether communicated to it or not, and where such agents or employees, after full knowledge of the facts, dictate or approve answers given by an applicant in the application for the insurance, the company cannot thereafter deny the truth or sufficiency of such answer, though it is stipulated in the policy that the answer shall be deemed to be a warranty.

3. INSURANCE—*Application—Parol evidence—Estoppel.* In actions upon insurance policies it is admissible to show by parol evidence that representations, as written in the application of the insurance, ought not to be used against the assured upon the ground of equitable estoppel.